

1 CHRISTOPHER J. COX, Bar No. 151650  
Email: chris.cox@weil.com  
2 WEIL, GOTSHAL & MANGES LLP  
201 Redwood Shores Parkway  
3 Redwood Shores, CA 94065  
Tel: (650) 802-3000  
4 Fax: (650) 802-3100

5 Attorneys for Defendants  
PANASONIC CORPORATION AND  
6 PANASONIC CORPORATION OF NORTH AMERICA

7 UNITED STATES DISTRICT COURT  
8 NORTHERN DISTRICT OF CALIFORNIA  
9

10 Innovus Prime LLC

11 Plaintiff

12 v.

13 Panasonic Corporation  
14 Panasonic Corporation of North America

15 Defendants.  
16

Case No. 12-0660 RMW

**DECLARATION OF TETSUYUKI  
WATANABE IN SUPPORT OF  
DEFENDANTS PANASONIC  
CORPORATION AND PANASONIC  
CORPORATION OF NORTH  
AMERICA'S MOTION FOR  
SUMMARY JUDGMENT**

1 TETSUYUKI WATANABE declares:

2 1. I am the Director of the Licensing Center of the Intellectual Property  
3 Rights Operations Company of Panasonic Corporation ("Panasonic"). As the Director of the  
4 Licensing Center, part of my responsibilities is the licensing of patents by Panasonic. I make  
5 this declaration from my own personal knowledge and could competently testify to the facts  
6 discussed herein. I am the person at Panasonic most knowledgeable about the facts and  
7 circumstances described below.

8 2. Panasonic, which was formerly known as Matsushita Electric Industrial,  
9 Co. Ltd. is a multinational corporation incorporated under the laws of Japan in 1918. Panasonic  
10 maintains its principal place of business in Osaka, Japan, and focuses its global operations on the  
11 manufacture and distribution of various electronic products. One of Panasonic's subsidiaries is  
12 Panasonic Corporation of North America, which was organized under the laws of Delaware in  
13 1959 and maintains its principal place of business in New Jersey.

14 3. Panasonic entered into an agreement with N.V. Philips  
15 Gloeilampenfabrieken ("Philips"), which currently does business under the name Koninklijke  
16 Philips Electronics N.V., on December 20, 1982 (the "1982 Agreement"). The 1982 Agreement  
17 bound not only Panasonic and Philips but also each party's "subsidiaries and otherwise controlled  
18 affiliates." A true and correct copy of the 1982 Agreement is attached hereto as Exhibit 1.

19 4. Under the terms of the 1982 Agreement, both Panasonic and Philips agreed  
20 not to assert their patents against the other party or its subsidiaries with respect to the use of such  
21 patents in "all kinds of audio and video products." The products encompassed by the 1982  
22 Agreement's term "audio and video products" include not only televisions and other video  
23 products but also the components of such products.

24 5. Panasonic's rights under the 1982 Agreement cover Philips' and its  
25 subsidiaries' patents filed or entitled to a priority date prior to the termination of the 1982  
26 Agreement. See Ex. 1 at 2. Panasonic's rights continue for the full lives of the covered patents,  
27 regardless of when the 1982 Agreement terminated. The 1982 Agreement terminated on  
28 January 1, 2005 as a result of Philips' representative Arie Westernlaken providing notice by letter

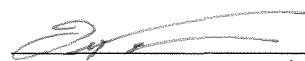
1 of October 22, 2003 to Panasonic's representative Osamu Yamazaki.

2 6. Based upon the 2005 termination, the scope of the patent rights granted to  
3 Panasonic under the 1982 Agreement covered all Philips and its subsidiaries' patents filed or  
4 entitled to a priority date prior to January 1, 2005. The termination of the 1982 Agreement did  
5 not affect these patent rights, which continued through the full term of the patents. Thus,  
6 Panasonic continues to enjoy the right to practice Philips and its subsidiaries' pre-2005 patents for  
7 its audio and video products.

8 7. On March 29, 2007, Panasonic and Philips entered into an agreement (the  
9 "2007 Agreement"), which I helped negotiate. The 2007 Agreement does not narrow or limit  
10 either the scope of Panasonic's rights to practice the Philips patents under the 1982 Agreement or  
11 the products covered by the 1982 Agreement, including televisions and other video products.  
12 The 2007 Agreement clarifies that the 1982 Agreement's definition of "video products" was  
13 broad enough to cover six product categories developed during the intervening years: mobile  
14 phones, digital still cameras, car navigation systems, optical devices, personal computers, and  
15 facsimiles. A true and correct copy of the 2007 Agreement is attached hereto as Exhibit 2.

16 8. Under the terms of the 1982 Agreement, Philips agreed not to assert any of  
17 Philips or its subsidiaries' pre-2005 patents, for the life of such patents, against Panasonic with  
18 respect to "all kinds of audio and video products" as defined by the 1982 Agreement. U.S.  
19 Patent No. 5,280,350 (the "'350 Patent") was issued to Philips' subsidiary U.S. Philips  
20 Corporation on January 18, 1994. The '350 Patent is therefore covered by the 1982 Agreement,  
21 and Philips accordingly agreed not to assert that patent, for the life of that patent, against  
22 Panasonic that are relevant to "all kinds of audio and video products."

23 I declare under penalty of perjury under the laws of the United States of America  
24 that the foregoing is true and correct. Executed on April 26, 2012 in Osaka, Japan.

25  
26  
27 

28 Tetsuyuki Watanabe